

A G R E E M E N T
OVERHEAD STREET LIGHTING

THIS AGREEMENT, made and entered into this 25 day of June, 1974, between the CITY OF ELGIN, Union County, Oregon, an Oregon municipal corporation, hereinafter called the "City", and CALIFORNIA-PACIFIC UTILITIES COMPANY, a California corporation, hereinafter called the "Company",

WITNESSETH:

It is mutually agreed as follows:

For an initial period of five (5) years commencing July 1, 1974, and continuing thereafter from year to year unless cancelled in writing sixty (60) days prior to the annual contract date, the Company shall erect, own, operate, and maintain an overhead street lighting system consisting of not less than one-hundred-twenty-eight (128) lights as follows:

- 5 - 20,000 Mercury Vapor Lumenaires Mounted on Steel Poles.
- 10 - 20,000 Mercury Vapor Lumenaires Mounted on Wood Poles
- 113 - 7,000 Mercury Vapor Lumenaires Mounted on Wood Poles

under the following rates, terms and conditions:

Rates

The City shall purchase all street lighting service from the Company during the term of this contract, and pay for such service in accordance with the Rate Schedule attached to and made a part of this agreement and contract.

The Company agrees to install additional overhead street lights upon written order by the City under provisions of the Company's regular extension policy filed with the Public Utility Commissioner of Oregon.

Any and all additional lamps ordered by the City shall be paid for in accordance with the schedule attached to and made part of this Agreement.

The Company shall repair, replace, and maintain all equipment necessary to insure an adequate operation of the street lighting system.

The Company will use reasonable diligence to furnish street lighting service from dusk to dawn, or approximately 4000 hours per year, but will not be liable for damages or claims arising from failure to supply such service.

Outage deductions shall be made, calculated on the proportionate time any number of lights may be out after twenty-four (24) hours from the time notice of an outage is given the Company.

This Agreement shall be subject to the rules and regulations of the Company as filed with the Public Utility Commissioner of Oregon, to the laws of this State and of the United States and the regulations of such regulatory bodies or courts having jurisdiction.

This Agreement shall be binding on, and inure to the benefit of said parties, their legal representative, successors, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands
and seals this 25 day of June, 1974.

CITY OF ELGIN, OREGON

By W. A. H. Steen
Mayor

Witnesses:

Philip B. Carman

Attest Ronald D. Scobee
City Recorder and Clerk

CALIFORNIA-PACIFIC UTILITIES COMPANY

By [Signature]
Vice-President

Patricia M. Allen

Attest Richard C. Bain
Asst Secretary

CALIFORNIA-PACIFIC UTILITIES
COMPANY

FOR DEPARTMENT'S
RECEIPT STAMP

Schedule No. 154

MUNICIPAL STREET LIGHTING SERVICE

APPLICABILITY

This schedule is applicable to service furnished to municipal or other public lighting authorities and supplied from overhead distribution lines to street, highway and other public outdoor lighting installations, where the utility owns and maintains the entire equipment.

TERRITORY

The entire territory of the Eastern Oregon Division served by the utility.

RATES

Rate Per Lamp Per Month
All Night Service

Mounted on Wood Poles

Incandescent Lamps

1,000 Lumen	\$ 2.20
2,500 Lumen	3.13
4,000 Lumen	3.72
6,000 Lumen	4.25

Mercury-Vapor Lamps

7,000 Lumen	\$ 5.49
11,000 Lumen	6.46
20,000 Lumen	7.34
37,000 Lumen	10.96

Mounted on Metal Poles

The rate for lamps mounted on wood poles plus \$2.00 per month.

Decorative Street Lighting

Underground distribution, 14' steel pole, 175 watt, 7,000 lumen lamp	\$7.04
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(Continued)

ISSUED April 8, 1974

EFFECTIVE March 29, 1974

Ross Workman

ISSUED BY
Ross Workman
PRESIDENT

CALIFORNIA-PACIFIC UTILITIES
COMPANYFOR DEPARTMENT'S
RECEIPT STAMP

Schedule No. 154

MUNICIPAL STREET LIGHTING SERVICE
(Continued)SPECIAL CONDITIONS

1. This schedule available only upon contract, which shall specify the terms and conditions under which this service will be rendered and the rules under which additions or changes will be made.
2. The customer shall specify in writing the exact location and size of each lamp to be installed.
3. Lights will be turned on and off once each night in accordance with a standard burning schedule of approximately 4,000 hours per year.

ISSUED November 14, 1971

EFFECTIVE November 14, 1971

ISSUED BY
DONALD J. CARMAN
PRESIDENT*Donald J. Carman*